

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SD0600210000		PAGE 1 OF 10	
2. CONTRACT NO. H98230-06-C-1244		3. AWARD/EFFECTIVE DATE 2006 APR 27		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME (b)(3)-P.L. 86-36				b. TELEPHONE NUMBER(No collect calls)	
9. ISSUED BY Buyer/Symbol: (BA323) Maryland Procurement Office 9800 Savage Road (SAB3) Fort George G. Meade, MD 20755 Phone:		CODE H98230		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 700)	
15 DELIVER TO ** See Shipping Instructions, Page 4 Phone:		CODE		16. ADMINISTERED BY		12. DISCOUNT TERMS Net:30	
17a. CONTRACTOR/OFFEROR NARUS INC 570 Maude Ct Sunnyvale, CA 94085-2822 TELEPHONE NO:		CODE 3CBP4 FACILITY CODE DUNS: 041879342		18a. PAYMENT WILL BE MADE BY Finance and Accounting Office P.O. Box 1685 Ft. Meade, MD 20755-6856 		CODE H98230 (b)(3)-P.L. 86-36	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SHIPMENTS WILL ONLY BE ACCEPTED ON WEEKDAYS (EXCLUDING HOLIDAYS) BETWEEN 7:30 A.M. AND 2:30 P.M. NOTE: FULL TRAILER LOADS WILL BE ACCEPTED BY APPOINTMENT ONLY. 24 HOURS ADVANCE NOTICE IS REQUIRED. PHONE: FOR AN APPOINTMENT. CONTRACTOR SHALL NOT DELIVER MATERIAL SPECIFIED IN THIS ORDER TO ANY ADDRESS OTHER THAN THAT LISTED IN BLOCK 15 WITHOUT PRIOR WRITTEN APPROVAL OF THE CONTRACTING OFFICER. FAILURE TO DELIVER TO THE SPECIFIED ADDRESS WILL RESULT IN SUBSTANTIAL DELAYS IN PAYMENT OF YOUR INVOICE. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							(b)(3)-P.L. 86-36
25. ACCOUNTING AND APPROPRIATION DATA 975/60400.4500 554151 999-3100 S18119 NDXXXE3X C915S3 C2 C21 BM01						26. TOTAL AWARD AMOUNT(For Govt. Use Only) \$ 398,481.44	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. AOOENOA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212 4. FAR 52.212 5 IS ATTACHED. AOOENOA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN <input checked="" type="checkbox"/>				29. AWARD OF CONTRACT: REFERENCE OFFER DATED YOUR OFFER ON SOLICITATION (Block 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(3)-P.L. 86-36			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30d. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) 		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(see continuation sheet)					

32a QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE <div style="border: 1px solid black; width: 100px; height: 15px; display: inline-block;"></div> (b)(3)-P.L. 86-36
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE Same as block 9	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE <div style="border: 1px solid black; width: 100px; height: 15px; display: inline-block;"></div>
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32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE <div style="border: 1px solid black; width: 100px; height: 15px; display: inline-block;"></div> @NSA.IC.GOV
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33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42a. RECEIVED BY (Print)
	42b. RECEIVED AT (Location)	
	42c. DATE RECD (YYYY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED H98230-06-C-1244/0000	PAGE 2	OF 10
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NAME OF OFFEROR OR CONTRACTOR: NARUS INC (b)(3)-P.L. 86-36 (b)(4)

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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352.232-9010 CONSTRUCTIVE ACCEPTANCE - SUPPLIES (OCT 1993)

Due to the nature of supplies being accepted, inspection and testing requirements, shipping and acceptance terms, resources available for acceptance, or other factors relevant to this contract, acceptance of supplies required herein shall be deemed to have occurred constructively on the 7th calendar day after delivery for the purpose of determining the payment due date and computing Government interest payments pursuant to the Prompt Payment clause at 52.232-25.

(End of Clause)

352.211-9001 TIME OF DELIVERY (OCT 1993)

The supplies called for herein shall be delivered on or before 30 days after date of award document.

(End of Clause)

352.211-9005 NOTICE: SPECIAL PROVISION FOR LATE DELIVERY (OCT 1993)

If the Contractor fails to make delivery of the items called for herein on or before the contractual delivery date without proof of an excusable delay as defined in the Default provision of this contract, and the Government does not elect to terminate performance in accordance with the termination provisions of this contract, then the parties shall promptly and in good faith negotiate an extended delivery schedule in exchange for adequate consideration from the Contractor. Should the parties fail to reach agreement on such a modification, the Contracting Officer may unilaterally determine what constitutes a reasonable delivery schedule and the consideration therefore. Failure to agree to such schedule and consideration shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The rights and remedies set forth in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract. The primary purpose of this clause is to clarify existing terms of the contract.

(End of Clause)

352.247-9006 SHIPPING INSTRUCTIONS - DORSEY ROAD (AUG 2003)

Supplies shall be shipped to the following:

Maryland Procurement Office
Dorsey Road Warehouse
1472 Dorsey Rd., Doors 1, 2 or 3
Hanover, MD 21076
REF: MDA904- or H98230- *
Attn: POC Name and Phone Number if included in Section G.
If no POC, then insert "LL15 Receiving Officer"
Piece Number and total # of pieces shipped (i.e., "Box 2 of 10").

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NOTE: Schedule shipments to arrive at destination from 7:00 AM to 2:30 PM Monday through Friday, excluding Federal holidays. Call [redacted] no less than 24 hours in advance of delivery for full loads, special handling, or if you would like to schedule for a specific time.

NOTE: Contractor is responsible for ensuring that the above information is included on any drop shipped deliveries.

* If the contract number begins with MDA904 or H98230, only the last seven letters/numbers (plus any delivery order number, if applicable) needs to be referenced. For example, MDA904 or H98230-0X-C-0001 may be shown on the packing slip as 0X-C-0001, and MDA904 or H98230-0X-D-1001, Delivery Order 0005 may be shown as 0X-D-1001/0005. Contract numbers beginning with other than MDA904 or H98230 shall be included in their entirety. The contract/delivery order number may be hand written on packing slip if contractor's automated system will not accommodate the entire contract number.

(End of Clause)

ACCOUNTING AND APPROPRIATION DATA

ACR:AA
PR#SD0600210000
AA 975/60400.4500 554151 999-3100 S18119 NDXXE3X C915S3 C2 C21 BM01
OBLIGATED: \$398,481.44

352.232-9016 INVOICING AND PAYMENT (JUN 2005)

- a. Invoices (original and two copies) shall be addressed and submitted to:

[REDACTED]
P.O. Box 195
Annapolis Junction, MD 20701

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or faxed to [REDACTED] Attn: [REDACTED]

- b. Payments hereunder shall be made as they accrue in four (4) weeks or monthly installments. Upon submission of the contractor's invoices and after verification by the Contracting Officer's Representative of the services performed, pursuant to the Prompt Payment Clause 52.222-25, payment shall be made by the appropriate Finance and Accounting Office through the Contracting Officer.

(End of Clause)

352.242-9000 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 1993)

- (a) The Contracting Officer may appoint one or more Government employees as Contracting Officer's Representatives (COR) for technical purposes applicable to this contract. "Technical" is restricted to scientific, engineering, or field-of-discipline matters directly applicable to the work performed by the Contractor under the requirements of this contract.

(b) The appointment(s) will be in writing, signed by the Contracting Officer, and will set forth the authority granted to and the limitations on the COR. Two copies of the letter of appointment will be provided to the Contractor who shall acknowledge receipt of the appointment by immediately signing and returning one copy of the letter. Such signing shall represent the Contractor's acknowledgement of the limited authority of the COR.

- (c) Appointments may be changed or revoked by the Contracting Officer. The Contracting Officer will notify the Contractor, in writing, of any such changes or revocations.

(End of Clause)

352.204-9001 DISCLOSURE OF INFORMATION - CONTRACT (OCT 2005)

- (a) DFARS 252.204-7000 and this clause shall govern any disclosure of information regarding this contract. In using information authorized by this clause, the contractor (i) shall not disclose any information concerning the sponsorship of this contract, or (ii) the nature of the Government's interest in and application of the subject matter of this contract unless this type of information is expressly allowed to be disclosed by paragraph (b) and/or (c) below, or by written approval of the cognizant Contracting Officer.

(b) The information listed below may be disclosed in proposals to United States Government Agencies in response to requests for past performance assessments, which shall be used ONLY for the subject source selection process. When the following information is completed at time of contract award, the document shall be marked "FOR OFFICIAL USE ONLY". If any of the information that follows changes in your disclosure, the Contracting Officer must be notified in writing of the change.

CONTRACT NUMBER: H98230-06-C-1244
CONTRACT TYPE: Firm Fixed Price

AWARD DATE: 27 April 2006
 GOVERNMENT CONTRACTING ACTIVITY:
 MARYLAND PROCUREMENT OFFICE
 9800 SAVAGE ROAD
 FORT GEORGE G. MEADE, MD 20755-6000
 ORIGINAL CONTRACT VALUE: \$398,481.44
 CURRENT OR COMPLETED CONTRACT VALUE: \$398,481.44
 PERIOD OF PERFORMANCE: from: 27 April 2006 to: 27 May 2006
 NONCOMPETITIVE
 PROGRAM TITLE:
 CONTRACT EFFORT DESCRIPTION: Hardware & Software
 PLACE OF PERFORMANCE: Mountain View, CA.
 POINTS OF CONTACT/PHONE NUMBER: [REDACTED]
 CONTRACTING OFFICER: [REDACTED]
 PROGRAM MANAGER: [REDACTED]

(b)(3)-P.L. 86-36

(c) Requests for approval for specific information to be released into the public domain, i.e., not to another U.S. Government agency, shall be submitted in final form, e.g., not in draft, and shall not include "For Official Use Only" information. The Contractor shall indicate the intended audience and/or publication venue in the request, e.g. the information is to be released to attendees at the Federal Acquisition Conference and Exposition on 7 June 2005 and in the Government Executive magazine. In the event that changes are required prior to approval of release of the information, the Contractor shall submit a copy of the revised information prior to approval of request.

(d) For additional disclosures once authorization to use any specific information has been approved by the Contracting Officer, the contractor is authorized to reuse such specific information without obtaining additional authorization from the Contracting Officer. The contractor shall maintain a log of the additional uses and submit a copy of the log to the Contracting Officer when each disclosure is made.

(End of Clause)

352.204-9011 NOTICE: USE OF A FOCI SOURCE FOR SUPPLIES AND SERVICES (AUG 2003)

Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained or modified by concerns under FOCI is of serious concern. If the contractor is under FOCI, the contractor shall comply with all risk mitigation measures imposed by the Government. In addition, the Maryland Procurement Office reserves the right to prohibit individuals who are not U.S. citizens from all or certain aspects of the work to be performed under this Contract.

Foreign Ownership, Control, or Influence - For purposes of this clause, a U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company.

There is a continuing obligation of the contractor to advise the Contracting Officer in writing of changed conditions from the contractor's original Statement of Affiliation, 352.204-9000, incorporated by reference, in any of the 11 factors listed below within 30 days of the event, which may justify certain adjustments to the security terms under which a contractor is operating or, alternatively, that different FOCI mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in a determination that the contractor is no longer considered to be under FOCI. Failure to abide by this obligation shall be cause for default under the Default Clause of this contract. Any voluntary actions taken on the part of the contractor which result in changes to the Statement of Affiliation, will be reviewed by the Government. Any increased costs incurred by the contractor as a result of complying with additional Government imposed security measures shall be considered as unallowable costs to Government contracts.

Factors: The Government will use the following factors as the basis for making a FOCI determination:

- ** (1) Ownership or beneficial ownership, direct or indirect, of 5 percent or more of the offeror's voting securities by a foreign person;
- (2) Ownership or beneficial ownership, direct or indirect, of 25 percent or more of any class of the contractor's non-voting securities by a foreign person;
- (3) Management positions, such as directors, officers, or executive personnel of the contractor held by non-U.S. citizens;
- (4) Foreign person power, direct or indirect, to control the election, appointment, or tenure of directors, officers, or executive personnel of the contractor or other decisions or activities of the contractor;
- (5) Contracts, agreements, understanding, or arrangements between the contractor and a foreign person;

- (6) Loan arrangements between the contractor and a foreign person if the contractor's (the borrower) overall debt to equity ratio is 40:60 or greater; or financial obligations that are subject to the ability of a foreign person to demand repayment;
- (7) Annual total revenues or net income in excess of 5 percent from a single foreign person or in excess of 30 percent from foreign persons in the aggregate;
- (8) Ten percent or more of any class of the applicant's voting securities held in such a way that beneficial ownership or equitable title cannot be identified;
- (9) Interlocking directors with foreign persons and any officer or management official of the contractor who is also employed by a foreign person;
- (10) Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the contractor; and,
- (11) Ownership of 10% or more of any foreign interest.

* DoD 5200.2-R Chap 3, para. c3.6

** DoD 5520 22-M, National Industrial Security Program Operating Manual, Chapter 2 Section 3, "Foreign Ownership, Control, or Influence," January 1995.

(End of Clause)

352.227-9000 SOFTWARE REQUIREMENT (AUG 1996)

The Contractor warrants that, to the best of its knowledge and belief, software provided under this contract does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the software. Further, the Contractor shall immediately inform the Contracting Officer upon reasonable suspicion that any software provided hereunder may cause the harm described above.

(End of Clause)

352.227-9001 COMMERCIAL COMPUTER SOFTWARE - PURCHASE ORDERS (FEB 1996)

Pursuant to the requirements of Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1, commercial computer software to be delivered under this purchase order will be acquired under the license customarily provided by the contractor to the public to the extent those licenses are consistent with Federal procurement law.

(End of Clause)

352.227-9002 COMMERCIAL COMPUTER SOFTWARE - CONTRACTS (FEB 1996)

Pursuant to the requirements of Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202-1, commercial computer software to be delivered under this contract will be acquired under the license customarily provided by the contractor to the public to the extent those licenses are consistent with Federal procurement law.

(End of Clause)

352.227-9003 YEAR 2000 COMPLIANCE - COMMERCIAL ITEMS (JUL 1999)

Definition: INFORMATION TECHNOLOGY means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. This is for equipment used by the government directly or is used by a contractor under a contract with the Agency which (1) requires the use of such equipment, or (2) requires the use, to a significant extent, of such equipment in the performance of a service or

the furnishing of a product. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources. It does NOT include any equipment that is acquired by a Federal Contractor incidental to a Federal contract.

The Contractor warrants that each information technology product delivered under this contract shall be able to accurately process date/time data (including, but not limited to, calculating, comparing and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date/time data with it. All items developed or delivered under this contract are covered under this clause unless expressly noted otherwise. If the contract or DD1155 contains a technology refreshment clause, successor products provided thereunder are also covered under this clause unless expressly noted otherwise. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the contractor's standard commercial warranty or warranties contained in this contract, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of Clause)

352.227-9006 STATEMENT OF FOREIGN ORIGIN SOFTWARE AND/OR FIRMWARE (AUG 2003)

As used in this clause, foreign-origin software and/or firmware is any software and/or firmware that is manufactured, developed, maintained and/or modified (i) outside the United States or its territories, or (ii) in the United States or its territories by an individual who is not a citizen of the United States or its territories. Any degree of manufacture, development, maintenance or modification that meets either criterion (i) or (ii) shall be sufficient for the software and/or firmware to be deemed foreign-origin under this clause.

The Government shall have the right to accept if certain countermeasures are instituted, or reject the supply of foreign-origin software and/or firmware under this contract on a case-by-case basis. If the Maryland Procurement Office rejects the supply of foreign-origin software and/or firmware, the Government shall have the right to require a technically equal, or better, approved substitute or to terminate this contract for convenience. The Government shall have the right to require that the contractor not disclose the identity of the end user of the item to any person outside the United States or to any non-U.S. citizen individual in the United States who developed, maintained, modified, or manufactured the software and/or firmware. In such a case, upon delivery of the software and/or firmware, the contractor shall state that the identity of the end user was not disclosed to such person(s) or individual(s).

If, after contract award, the contractor becomes aware of foreign-origin software and/or firmware to be delivered to the Government under this contract, the contractor shall immediately inform the Contracting Officer in writing of the foreign origin software and/or firmware to be included in the deliverables under this contract. Foreign-origin software and/or firmware that is merely a possible candidate for use under the contract shall also be identified. Notification pursuant to this clause must include the identity of the foreign source and the nature of the software application and is required as soon as there is a reason to know or suspect foreign origin. Failure to provide adequate notice to the Government as specified herein can result in breach and/or default of the entire contract. If the Contracting Officer does not reject foreign-origin software and/or firmware under this clause within sixty days of receiving notification, the Government's rights under this clause shall be waived.

(End of Clause)

352.242-9004 CONTRACTOR PARTICIPATION IN CONTRACTOR PERFORMANCE EVALUATION ASSESSMENTS - CONTRACT (FEB 2000)

This contract will be subject to periodic Contractor Performance Evaluation Assessments. In accordance with FAR 42.1502, the Maryland Procurement Office maintains a database on Contractor past performance applicable to all contracts over \$1,000,000. Information on the performance of this contract will be maintained in the database and updated on a yearly basis (if contract period of performance exceeds one year) and at completion of the contract. The Contractor's participation in this process, in terms of review of the Contractor Performance Evaluation Assessment form, shall not cause an increase in the estimated cost/price of this contract.

(End of Clause)

352.290-9008 USE OF NON-GOVERNMENT PERSONNEL BY THE MARYLAND PROCUREMENT OFFICE FOR CONTRACT CLOSEOUT (JUN 2001)

Contractor personnel who have executed a non-disclosure agreement with this office may administratively handle documentation associated with this contract for closeout purposes. Your signature on this document constitutes acknowledgement and acceptance of the Maryland Procurement Office's use of contractor personnel in the administrative closeout of this contract.

Documentation may include, but is not limited to, proprietary information, rate information, billing information and supporting documentation.

(End of Clause)

REFERENCED CLAUSES

The following contract clause(s) pertinent to this section is/are hereby incorporated by reference:

CLAUSE NO.	TITLE
252.227-7015	TECHNICAL DATA - COMMERCIAL ITEMS (NOV 1995)
52.212-05	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.223-3, Protest After Award (Aug 1996) (31 U.S.C. 3553)
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (4) [Reserved]
- ___ (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Oct 1995) of 52-219-6
 - ___ (iii) Alternate II (Mar 2004) of 52-219-6
- ___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ___ (iii) Alternate II (Mar 2004) of 52.219-7
- ___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d) (2) and (3)).
- ___ (8) (i) 52.219-9, Small Business Subcontracting Plan (July 2005) (15 U.S.C. 637(d) (4)).
 - ___ (ii) Alternate I (Oct 2001) of 52.219-9.
 - ___ (iii) Alternate II (Oct 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a) (14)).
- ___ (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Sep 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
 - ___ (ii) Alternate I (June 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 15.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ___ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _x_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- _x_ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _x_ (17) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).
- _x_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- _x_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- _x_ (20) 52.222-37, Employment Reports on Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).
- ___ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (23) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (24) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Jan 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 Note, Pub. L. 108-77, 108-78, 108-286).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (25) 52.225-5, Trade Agreements (Jan 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (26) 52.225-13, Restriction on Certain Foreign Purchases (MAR 2005) (E.O.S., proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000) (E.O. 12849).
- ___ (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000) (E.O. 12849).
- ___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- _x_ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- ___ (1) 52.222-41, Service Contract Act of 1965, As Amended (Jul 2005) (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et

seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx 1241 and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)